

After Recording
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Resort Resources
P.O. Box 2277
Bend OR, 97709

2016-003730

Klamath County, Oregon

04/12/2016 02:50:40 PM

Fee: \$77.00

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is dated for reference purposes 08 APRIL, 2016 and is made by and among RUNNING Y RANCH RESORT OWNERS ASSOCIATION, an Oregon nonprofit corporation ("Grantor"), and RUNNING Y WATER, LLC, a Delaware limited liability company ("Water") and RUNNING Y ENVIRONMENTAL, LLC, a Delaware limited liability company ("Environmental"). Collectively, Water and Environmental are hereinafter referred to as "Grantee".

RECITALS

A. Grantor is the owners' association for a planned community development in Klamath County, Oregon, known as the "Running Y Ranch Resort."

B. The Running Y Ranch Resort includes a number of private roads that are designated as "Common Areas" pursuant to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Running Y Ranch Resort recorded August 2, 1996 in Volume M96, Page 23548, Klamath County, Oregon (as amended and supplemented from time to time, the "Declaration"). These private roads are described in the Declaration and/or in each of the recorded plats for the Running Y Ranch Resort, which plats are more particularly described on the attached **Exhibit A** (collectively, the "Common Area Roads"). Grantor owns, operates and maintains the Common Area Roads, pursuant to the Declaration.

C. Each of Water and Environmental owns and operates certain equipment and facilities within Running Y Ranch Resort for the purpose of providing water and sewer services, respectively, to property owners in Klamath County, Oregon, including property owners within Running Y Ranch Resort (the "Utility Facilities").

D. Each of Water and Environmental has requested an access easement over the Common Area Roads for purposes of accessing, using, maintaining, repairing and replacing its respective Utility Facilities, and Grantor has agreed, all on the terms and conditions contained herein.

AGREEMENTS

In consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

1. Grant of Roadway Access Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive access easement over, under and across the Common Area Roads, including, without limitation, those Common Area Roads described on the attached **Exhibit B**. Such easement shall allow vehicular and pedestrian ingress and egress to Grantee's property within the Running Y Ranch Resort for purposes of using, operating, maintaining, constructing, installing, repairing and replacing any existing or future Utility Facilities. Such easement shall permit access by Grantee and Grantee's employees, members, officers, directors, contractors, invitees and guests.

2. Restrictions and Reservations. Grantor expressly reserves the right to enter upon and make use of the Common Area Roads for any uses not inconsistent with this Easement. Grantor further reserves the right to grant any other easement, license or right-of-way over, under or across the Common Area Roads so long as such uses are not inconsistent with the Easement granted herein. The Common Area Roads, or portions thereof, may at times, and at the sole election of Grantor, be temporarily closed for construction, maintenance or other matters as deemed necessary by Grantor in carrying out its responsibilities pursuant to the Declaration and/or applicable law.

3. Maintenance. Grantor shall be solely responsible for the maintenance and repair of the Common Area Roads in accordance with the Declaration and applicable law. Grantee will not be required to share in the costs of maintaining the Common Area Roads for purposes of this access Easement.

4. Covenants Running with the Land. This Agreement and the terms contained herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective grantees, heirs, successors and assigns.

EXECUTED as of the day and year first above written.

GRANTOR:

RUNNING Y RANCH RESORT OWNERS ASSOCIATION,

an Oregon nonprofit corporation

By: _____

Name: DON DASARO

Title: PRESIDENT

GRANTEE:

RUNNING Y WATER, LLC,

a Delaware limited liability company

By: _____

Name: _____

Title: _____

RUNNING Y ENVIRONMENTAL, LLC,

a Delaware limited liability company

By: _____

Name: _____

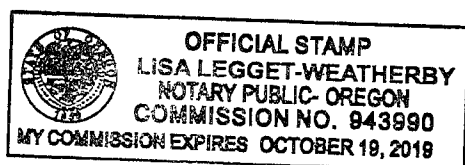
Title: _____

STATE OF Oregon }
COUNTY OF Washouli

SS.

On this day personally appeared before me Don Dasaro ^{Jul} ~~Lisa Legget-Weatherby~~ to me known to be the President of **RUNNING Y RANCH RESORT OWNERS ASSOCIATION**, the Oregon nonprofit corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act of such nonprofit corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 7 day of April, 2016.



Lisa Legget-Weatherby
Printed Name
Lisa Legget-Weatherby
NOTARY PUBLIC in and for the State of
Oregon
My Commission Expires 10/19/19

STATE OF _____ }
COUNTY OF _____

SS.

On this day personally appeared before me _____, to me known to be the _____ of **RUNNING Y WATER, LLC**, the Delaware limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2016.

Printed Name

NOTARY PUBLIC in and for the State of

My Commission Expires

2. Restrictions and Reservations. Grantor expressly reserves the right to enter upon and make use of the Common Area Roads for any uses not inconsistent with this Easement. Grantor further reserves the right to grant any other easement, license or right-of-way over, under or across the Common Area Roads so long as such uses are not inconsistent with the Easement granted herein. The Common Area Roads, or portions thereof, may at times, and at the sole election of Grantor, be temporarily closed for construction, maintenance or other matters as deemed necessary by Grantor in carrying out its responsibilities pursuant to the Declaration and/or applicable law.

3. Maintenance. Grantor shall be solely responsible for the maintenance and repair of the Common Area Roads in accordance with the Declaration and applicable law. Grantee will not be required to share in the costs of maintaining the Common Area Roads for purposes of this access Easement.

4. Covenants Running with the Land. This Agreement and the terms contained herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective grantees, heirs, successors and assigns.

EXECUTED as of the day and year first above written.

GRANTOR:

**RUNNING Y RANCH RESORT OWNERS
ASSOCIATION,**
an Oregon nonprofit corporation

By: _____
Name: _____
Title: _____

GRANTEE:

RUNNING Y WATER, LLC,
a Delaware limited liability company

By: _____
Name: **Simon Hallgarten**
Title: **Authorized Signatory**

RUNNING Y ENVIRONMENTAL, LLC,
a Delaware limited liability company

By: _____
Name: **Simon Hallgarten**
Title: **Authorized Signatory**

STATE OF _____ }
SS.
COUNTY OF _____

On this day personally appeared before me _____, to me known to be the _____ of **RUNNING Y RANCH RESORT OWNERS ASSOCIATION**, the Oregon nonprofit corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act of such nonprofit corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2016.

Printed Name

NOTARY PUBLIC in and for the State of

My Commission Expires

STATE OF Connecticut }
SS.
COUNTY OF Fairfield

On this day personally appeared before me Simon Hallgarten, to me known to be the Authorized Signatory of **RUNNING Y WATER, LLC**, the Delaware limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 8 day of April, 2016.

Printed Name

Catherine Smerigilo

Notary Public - Connecticut

NOTARY PUBLIC in and for the State of

My Commission Expires 11/30, 2020

[Signature]
My Commission Expires

STATE OF Connecticut }

COUNTY OF Fairfield

SS.

On this day personally appeared before me Simon Hallgarten, to me known to be the Authorized Signature of **RUNNING Y ENVIRONMENTAL, LLC**, the Delaware limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 8 day of April, 2016.

Catherine Smerigilo

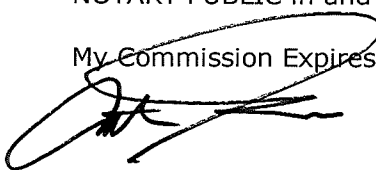
Printed Name

Notary Public - Connecticut

My commission expires 11/30/20

NOTARY PUBLIC in and for the State of

My Commission Expires _____



STATE OF _____ }
COUNTY OF _____ SS.

On this day personally appeared before me _____, to
me known to be the _____ of **RUNNING Y
ENVIRONMENTAL, LLC**, the Delaware limited liability company that executed the
foregoing instrument, and acknowledged such instrument to be the free and
voluntary act of such limited liability company, for the uses and purposes therein
mentioned, and on oath stated that he/she was duly authorized to execute such
instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2016.

Printed Name

NOTARY PUBLIC in and for the State of

My Commission Expires _____

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

The following real property located in Klamath County, Oregon:

All private roads shown on the following plats recorded in Klamath County, Oregon:

Running Y Resort, Phase 1

Running Y Resort, Phase 2

Running Y Resort, Phase 3

Running Y Resort, Phase 4

Replat Running Y Resort, Phase 4, 1st Addition

Tract 1427, A Replat of Lots 318, 319, 320, 321, 322, 323 and Common Area "A" of Tract 1363, Replat of Running Y Resort, Phase 4, 1st Addition

Running Y Resort, Phase 4, 2nd Addition

Running Y Resort - Phase 4, Third Addition

Tract No. 1444, Running Y Resort, Phase 4, 4th Addition

Running Y Resort, Phase 5

Running Y Resort, Phase 6

Running Y Resort, Phase 6 1st Addition

Running Y Resort, Phase 6 2nd Addition

Tract 1446, Running Y Resort, Phase 6, 3rd Addition

Tract 1466, Running Y Resort, Phase 6, 4th Addition

Running Y Resort, Phase 7

Tract 1443 A Replat of Lots 595-602, 604-605, Falcon Drive and Red Tail Drive of Tract 1340, Running Y Resort Phase 7

Running Y Resort, Phase 8

Tract 1422, Ranchview Estates

Tract 1440, Ranchview Estates, 1st Addition

Running Y Resort, Phase 9

Running Y Resort, Phase 10

Tract 1404 – Replat of Lots 792-795 and 818-820 of Running Y Resort, Phase 10 – Tract 1394

Tract 1409, Running Y Resort, Phase 11

Running Y Resort, Phase 11, 1st Addition

Running Y Resort, Phase 12, Tract 1423

Tract 1425, A Replat of Lots 779, 780 and Common Area "C"

Running Y Resort, Phase 12, 1st Addition, Tract 1426

Running Y Resort, Phase 13, Tract 1429

Tract 1468, Aspen Run, Phase 1